IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA

Richmond Division

IN RE:)	
)	
MARK FRANCIS HOLICKY)	Case No. 21-31789-KLP
)	Chapter 13
Debtor)	-

MOTION TO APPROVE SUBORDINATE NOTE AND DEED OF TRUST

COMES NOW, the Debtor, by counsel, and as and for Debtor's Motion to Approve Subordinate Note and Deed of Trust, states as follows:

- 1. The Debtor filed this case under Chapter 13 of the U.S. Bankruptcy Code on June 1, 2021.
- 2. PennyMac Loan Services, LLC ("PennyMac") is a secured creditor of the Debtor which holds a promissory note from the Debtor ("Note") secured by a first deed of trust on the Debtor's real property at 9123 Mapleview Avenue, Henrico, VA 23294, and further described as follows:

SITUATED IN THE BROOKLAND DISTRICT, COUNTY OF HENRICO, STATE OF VIRGINIA: ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO BELONGING, LYING AND BEING IN BROOKLAND DISTRICT, HENRICO COUNTY, VIRGINIA, BEING THE EASTERN 63 FEET OF LOT 22 AND THE WESTERN 24 FEET OF LOT 23, IN BLOCK B, SECTION 1, ON THE PLAN OF HUNTINGTON, SECTION 1, PLAT OF WHICH WAS MADE BY LAPRADE BROTHERS, CIVIL ENGINEERS, DATED JANUARY 29, 1960, RECORDED MAY 13, 1960, IN THE CLERK'S OFFICE, CIRCUIT COURT, HENRICO COUNTY, VIRGINIA, IN PLAT BOOK 31, PAGE 26, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREBY CONVEYED.

(the "Property").

3. The Debtor has applied for and PennyMac has approved a subordinate note and subordinate deed of trust secured by the Property for pre-petition arrearages in the total amount

James E. Kane (VSB #30081) KANE & PAPA, P.C. 1313 East Cary Street Richmond, VA 23219 (804) 225-9500 (phone) (804) 225-9598 (fax) Counsel for Debtor Case 21-31789-KLP Doc 12 Filed 06/17/21 Entered 06/17/21 15:39:12 Desc Main Document Page 2 of 16

of \$3,405.27 due on December 1, 2049 or at the time the note secured by the first deed of trust on the Property is paid in full. A copy of the proposed Subordinate Note and Deed of Trust are collective attached hereto as Exhibit "A" and are incorporated herein by this reference.

4. The forgoing Subordinate Note and Deed of Trust is in the best interest of the Debtor and will facilitate the Debtor's ability to perform under the Chapter 13 Plan filed herein.

WHEREFORE, the Debtor requests that the Court enter an Order approving the aforesaid subordinate note and subordinate deed of trust and for such other relief as the Court may deem appropriate.

MARK FRANCIS HOLICKY

By: /s/ James E. Kane Counsel

James E. Kane (VSB #30081) KANE & PAPA, P.C. 1313 East Cary Street Richmond, VA 23219 (804) 225-9500 (phone) (804) 225-9598 (fax) Counsel for Debtor Case 21-31789-KLP Doc 12 Filed 06/17/21 Entered 06/17/21 15:39:12 Desc Main Document Page 3 of 16

CERTIFICATE OF SERVICE

I hereby certify that on June 17, 2021, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to all counsel of record who have signed up to receive such notification and by first class mail to all parties on the attached list.

/s/ James E. Kane

James E. Kane

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA

Richmond Division

IN RE:)	
)	
MARK FRANCIS HOLICKY)	Case No. 21-31789-KLF
)	Chapter 13
Debtor)	-

NOTICE OF MOTION AND HEARING

The above Debtor has filed Motion to Approve Subordinate Note and Deed of Trust in the above matter.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in the motion, or if you want the court to consider your views on the motion, then, within twenty-one (21) days from the date of this Notice you or your attorney must:

• File with the court, at the address shown below, a written request for a hearing [or written response pursuant to Local Bankruptcy Rule 9013-1(H)]. If you mail your request for a hearing (or response) to the court for filing, you must mail it early enough so the court will <u>receive</u> it on or before the date stated above, to:

Clerk of Court United States Bankruptcy Court 701 East Broad Street Richmond, VA 23219

You must also mail a copy to:

James E. Kane, Esquire Kane & Papa, P.C. 1313 East Cary Street Richmond, Virginia 23219

• Attend a hearing scheduled for July 14, 2021 at 10:00 AM at United States Bankruptcy Court, 701 East Broad Street, Room 5100, Richmond, VA 23219. If no timely response has been filed opposing the relief requested, the court may grant the relief without holding a hearing.

• REMOTE HEARING INFORMATION:

Due to the COVID-19 public health emergency, no in-person hearings are being held.

This hearing will take place remotely through Zoom on the date and time scheduled herein.

To appear at the hearing, you must send, by email, a completed request form (the "Zoom Request Form"), which is available on the Court's internet website at www.vaeb.courts.gov, on the page titled, "Temporary Emergency Provisions Regarding ZoomGov Remote Proceeding Access Information." Email your completed Zoom Request Form to the email address listed for the Judge assigned to the case. Following receipt of your Zoom Request Form, Court staff will respond to the email address from which the request was submitted with additional information on how to participate through Zoom.

***The email address shall be used only to submit Zoom Request Forms. No other matters or requests will be considered by Court staff, and under no circumstances will any such matters or requests be brought to the Judge's attention. Failure to comply with these instructions may result in appropriate action, including but not limited to the imposition of sanctions.

*** PLEASE NOTE: You MUST submit the Zoom Request Form no later than two (2) business days prior to this hearing. Any documentary evidence the parties wish to present at the hearing must be filed with the Court in advance of the hearing.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Dated: June 17, 2021

MARK FRANCIS HOLICKY

By: /s/ James E. Kane

Counsel

James E. Kane (VSB #30081) KANE & PAPA, P.C. 1313 East Cary Street Richmond, VA 23219 (804) 225-9500 (phone) (804) 225-9598 (fax) Counsel for Debtor Case 21-31789-KLP Doc 12 Filed 06/17/21 Entered 06/17/21 15:39:12 Desc Main Document Page 6 of 16

CERTIFICATE OF SERVICE

I hereby certify that on June 17, 2021, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to all counsel of record who have signed up to receive such notification and by first class mail to all parties on the attached list.

/s/ James E. Kane

James E. Kane

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FHA/VA Case No.:

LOAN NO.:

VIRGINIA NOTE (Secondary Lien)

May 28, 2021 [Date]

HENRICO

VIRGINIA

te] [City]

9123 MAPLEVIEW AVENUE, HENRICO, VA 23294

[State]

[Property Address]

Parcel Identification No.: 758-758-4514

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" means the Secretary of Housing and Urban Development and its successors and assigns.

2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Three Thousand Four Hundred Five and 27/100ths** Dollars (U.S. \$3,405.27), to the order of the Lender.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses, which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

On, December 1, 2049 or, if earlier, when the first of the following events occurs:

- (i) Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of the primary Note has been accelerated, or



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(iii) The primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.

(B) Place

Payment shall be made at the Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410 or any such other place as Lender may designate in writing by notice to Borrower.

5. BORROWER'S RIGHT TO REPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights or presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in

this Note

Date: 06/07/202

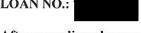
Loan Originator Organization: PennyMac Loan Services, LLC, NMLSR ID: 35953

Individual Loan Originator's Name NMLSR ID: N/A

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VIRGINIA DEED OF TRUST

LOAN NO.:



After recording please return to: ServiceLink **Attn: Loan Modification Solutions** 3220 El Camino Real Irvine, CA 92602

Prepared by: PennyMac Loan Services, LLC Jay Botello 6101 Condor Drive, Suite 200 Moorpark, CA 93021

Exemption Code: 308 US.21

Borrower(s):

MARK F. HOLICKY

Lender:

Secretary of Housing and Urban Development

Trustee:

Tracy Horstkamp

Property Address:

9123 MAPLEVIEW AVENUE, HENRICO, VA 23294

Parcel Identification No.: 758-758-4514

Consideration: \$3,405.27



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Parcel Identification No.: 758-758-4514 After recording please return to: SERVICELINK ATTN: LOAN MODIFICATION SOLUTIONS 3220 EL CAMINO REAL IRVINE, CA 92602

Prepared by: PENNYMAC LOAN SERVICES, LLC JAY BOTELLO 6101 CONDOR DRIVE, SUITE 200 MOORPARK, CA 93021

[Space Above This Line For Recording Data]	
[-7	LOAN NO.:

Investor Case No. 544-2476203

VIRGINIA DEED OF TRUST

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by MARK F. HOLICKY as Borrower (trustor), to TRACY HORSTKAMP, as Trustee, for the benefit of Secretary of Housing and Urban Development, as beneficiary.

THIS DEED OF TRUST ("Security Instrument") is given on May 28, 2021. The Borrower is MARK F. HOLICKY

Whose address is 9123 MAPLEVIEW AVENUE, HENRICO, VA 23294-5702

("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Trustee is **Tracy Horstkamp**. Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is **1184 Hawling Place SW**, **Leesburg**, **VA 20175**.

Borrower owes Lender the principal sum of **Three Thousand Four Hundred Five and 27/100ths** Dollars (U.S. \$3,405.27). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **December 1, 2049**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in **HENRICO** County, Virginia:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

which has the address of 9123 MAPLEVIEW AVENUE, HENRICO, VA 23294, ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."





BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
- 4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- **6. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:



7. Acceleration; Remedies. If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Note, Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Secretary under this paragraph or applicable law.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note of this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give to Borrower, the owner of the Property, and all other persons, notice of sale as required by Applicable Law. Trustee shall give public notice of sale by advertising, in accordance with Applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (b) to discharge all taxes, levies, and assessment, with costs and interest if these costs have priority over the lien of this Security Instrument, including the due pro rata thereof for the current year; (c) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Security Instrument, and any liens of record inferior to this Security Instrument under which sale is made, with lawful interest; and, (d) the residue of the proceeds shall be paid to Borrower or Borrower's assigns. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at the sale.

- 8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- **9. Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.



REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR-MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Date: 06,77,202/

ACKNOWLEDGMENT

State of Vivainio

County of Henrico

§

The foregoing instrument was acknowledged before me on June 7

MARK F. HOLICKY.

Printed Name

enice Consultant Member Title or Rank

Taking Acknowledgm

Serial Number, if any: 790 4858

My Commission Expires: 08 31 2025

(Seal)



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Loan Originator Organization: PennyMac Loan Services, LLC, NMLSR ID: 35953 Individual Loan Originator's Name NMLSR ID: N/A

EXHIBIT A

BORROWER(S): MARK F. HOLICKY

LOAN NUMBER:

LEGAL DESCRIPTION:

STATE OF VIRGINIA, COUNTY OF HENRICO, AND DESCRIBED AS FOLLOWS:

SITUATED IN THE BROOKLAND DISTRICT, COUNTY OF HENRICO, STATE OF VIRGINIA: ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO BELONGING, LYING AND BEING IN BROOKLAND DISTRICT, HENRICO COUNTY, VIRGINIA, BEING THE EASTERN 63 FEET OF LOT 22 AND THE WESTERN 24 FEET OF LOT 23, IN BLOCK B, SECTION 1, ON THE PLAN OF HUNTINGTON, SECTION 1, PLAT OF WHICH WAS MADE BY LAPRADE BROTHERS, CIVIL ENGINEERS, DATED JANUARY 29, 1960, RECORDED MAY 13, 1960, IN THE CLERK'S OFFICE, CIRCUIT COURT, HENRICO COUNTY, VIRGINIA, IN PLAT BOOK 31, PAGE 26, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREBY CONVEYED.

Parcel Identification No.: 758-758-4514

ALSO KNOWN AS: 9123 MAPLEVIEW AVENUE, HENRICO, VA 23294



Case 21-31789-KLP Label Matrix for local noticing 0422-3 Case 21-31789-KLP Eastern District of Virginia Richmond Thu Jun 17 14:34:52 EDT 2021 ARS National Services

Escondido, CA 92046-0000

PO Box 363023

Capital One Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130-0285

DBM Financial 500 Cummings Center #3800 Beverly, MA 01915-6307

Lending Club Corp. 370 Convention Way Redwood City, CA 94063-1405

PennyMac Loan Services, LLC Attn: Correspondence Unit Po Box 514387 Los Angeles, CA 90051-4387

Santander Consumer USA Attn: Bankruptcy Po Box 961245 Fort Worth, TX 76161-0244

Carl M. Bates 341 Dial 866-813-0912 Code: 8576180 P. O. Box 1819

Mark Francis Holicky 9123 Mapleview Ave. Henrico, VA 23294-5702

Richmond, VA 23218-1819

Doc 12 Filed 06/17/21 Entered 06/17/21 15:39:12 Desc Main PENNYMAC LOAN SERVICES DIAGO 15 of 16 United States Bankruptcy Court PENDOCUMNETTVICES Plage 15 of 16 c/o BWW Law Group, LLC 8100 Three Chopt Rd., Suite 240 Richmond, VA 23229-4833

(p) ARGENT CREDIT UNION ATTN BANKRUPTCY NOTIFICATION P O BOX 72 CHESTERFIELD VA 23832-0900

Citibank North America Citibank SD MC 425 5800 South Corp Place Sioux Falls, SD 57108-0000

First Premier Bank Attn: Bankruptcv Po Box 5524 Sioux Falls, SD 57117-5524

Mercury/FBT Attn: Bankruptcy PO Box 84064 Columbus, GA 31908-4064

Public Storage 7625 Staples Mill Rd. Henrico, VA 23228-4111

Syncb/at Home Plcc Attn: Bankruptcy Po Box 965060 Orlando, FL 32896-5060

James E. Kane Kane & Papa, PC 1313 East Cary Street P.O. Box 508 Richmond, VA 23218-0508 701 East Broad Street Richmond, VA 23219-1888

CKS Financial Attn: Bankruptcy Po Box 2856 Chesapeake, VA 23327-2856

Credit Contract LLC 5757 Phantom Drive Suite 330 Hazelwood, MO 63042-2429

(p) GLASSER AND GLASSER P L C P O BOX 3400 NORFOLK VA 23514-3400

Midland Fund Attn: Bankruptcy 350 Camino De La Reine, Suite 100 San Diego, CA 92108-3007

RAS LaVrar, LLC 4012 Raintree Road Suite 100A Chesapeake, VA 23321-3741

(p) UPGRADE INC 2 N CENTRAL AVE 10TH FLOOR PHOENIX AZ 85004-2322

John P. Fitzgerald, III Office of the US Trustee - Region 4 -R 701 E. Broad Street, Ste. 4304 Richmond, VA 23219-1849

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Norfolk, VA 23514-0000

275 Battery Street 23rd Floor San Francisco, CA 94111-0000

End of Label Matrix Mailable recipients 24 Bypassed recipients 0 Total 24